

"vera ceglia" <ceglia@adelphia.net>
 page 1 of 2 for Streetfax contract w mark
 March 3, 2004 10:37 AM

Hi Jim, Hope all is well, I am at 727 490 5751 when your ready. Ill send page two next I should be here for the next hour. Paul

<p>14. Notice of Labor Disputes</p> <p>reasonable time after the damages are recovered by the Seller.</p> <p>13. Recovery of Damages</p> <p>If the Seller should recover any damages as a result of an actual or potential labor dispute, the Seller shall pay over to the Buyer within a reasonable time after the damages are recovered by the Seller.</p> <p>12. Governing Law</p> <p>This Purchase Order shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.</p> <p>11. Terms</p> <p>The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of third parties or material men and the Seller shall provide a copy of the Seller's certificate of title to the Buyer at the time of delivery.</p> <p>10. Termination</p> <p>A. DEFAULT - The Purchaser may terminate this order or any part thereof by written notice if the Seller:</p> <ol style="list-style-type: none"> fails to make delivery or to complete performance as required by the order; fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof; makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to receivership, or the relief of debtors; Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without agreed to stage of completion and may complete or cause the work to be completed on such terms and conditions as the Seller may deem appropriate. <p>9. Representing Rights</p> <p>It is acknowledged that this is a work made for hire agreement and the Seller shall own all intellectual property rights in the work made for hire. The Seller shall not assign, sublicense, or otherwise dispose of the work made for hire without the prior written approval of the Purchaser. The Seller shall not use the work made for hire for any other purpose without the prior written approval of the Purchaser.</p> <p>8. Assignment of Subcontracting</p> <p>Neither this order nor any rights, obligations, or remedies hereunder shall be assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchase of new materials or standard commercial practice or items, the Seller shall not subcontract any portion of the work contemplated by the order without the Purchaser's prior written approval. 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Indemnification</p> <p>The Seller shall indemnify and hold the Buyer harmless from and against all claims, damages, losses, expenses, and costs, including reasonable attorneys' fees, that may be asserted against or incurred by the Buyer in connection with the performance of the contract and in connection with the Seller's design, manufacture, and delivery of the items to be supplied hereunder.</p> <p>5. General Notes</p> <p>Seller shall reference the purchase order number on all documents and/or correspondence related to this order.</p> <p>4. The signature below will execute this contract.</p> <p>Buyer - Paul Ceglia, Secretary Mr. Ceglia 04/28/04</p> <p>Seller - Mark Zuckerman Mr. Zuckerman 4/28/04</p>	<p>14. Notice of Labor Disputes</p> <p>reasonable time after the damages are recovered by the Seller.</p> <p>13. 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EXHIBIT A, PAGE 2